

# Exhibit A

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, bar number, and address): <b>MARIA SOSA</b> 2154 A University Avenue East Palo Alto, CA 94303		FOR COURT USE ONLY  <div style="font-size: 2em; font-weight: bold; transform: rotate(-5deg); display: inline-block;">FILED</div> SAN MATEO COUNTY  <div style="font-size: 1.5em; font-weight: bold;">JUL 08 2014</div> <div style="text-align: center;">           Clerk of the Superior Court          BY  DEPUTY CLERK       </div>	
TELEPHONE NO.: (408) 661-9984 FAX NO.: ATTORNEY FOR (Name): Plaintiff in propria persona		CASE NUMBER: <div style="font-size: 2em; font-weight: bold;">CLJ209779</div> ASSIGNED JUDGE:	
INSERT NAME OF COURT, JUDICIAL DISTRICT, AND BRANCH COURT, IF ANY:  SUPERIOR COURT OF CALIFORNIA-SAN MATEO COUNTY			
CASE NAME:  SOSA VS SOBAYO		CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Limited <input type="checkbox"/> Unlimited	
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)			

Please complete all five (5) items below.

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <b>Other P/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DP/WD (23) <b>Non-P/DP/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (e.g., discrimination, false arrest) (08) <input type="checkbox"/> Defamation (e.g., slander, libel) (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (e.g., legal malpractice) (25) <input type="checkbox"/> Other non-P/DP/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36)	<input type="checkbox"/> Other employment (15) <b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (e.g., money owed, open book accounts) (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (e.g., quiet title) (26) <b>Unlawful Detainer</b> <input checked="" type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11)	<input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) <b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 1800-1812) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Claims involving mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Toxic tort/Environmental (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (e.g., sister state, foreign, out-of-county abstracts) (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence	d. <input type="checkbox"/> Large number of witnesses e. <input type="checkbox"/> Coordination and related actions pending in one or more courts in other counties, states or countries, or in a federal court f. <input type="checkbox"/> Substantial post-disposition judicial disposition
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3. Type of remedies sought (check all that apply):

a. <input checked="" type="checkbox"/> monetary    b. <input checked="" type="checkbox"/> nonmonetary; declaratory or injunctive relief    c. <input type="checkbox"/> punitive	
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4. Number of causes of action (specify): **ONE (1)**

5. This case ☐ is ☒ is not a class action suit.

Date: July 8, 2014  
 Maris Sosa  
 (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 982.2.)
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet shall be used for statistical purposes only.



**SUMMONS  
(CITACION JUDICIAL)**

**UNLAWFUL DETAINER—EVICTION**

**(RETENCIÓN ILÍCITA DE UN INMUEBLE—DESALOJO)**

**NOTICE TO DEFENDANT:** NATHANIEL BASOLA SOBAYO, dba:  
**(AVISO AL DEMANDADO):** KINGSWAY CAPITAL PARTNERS, LLC  
AND DOES I TO V

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
MARIA SOSA

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**FILED**  
SAN MATEO COUNTY

JUL 08 2014

Clerk of the Superior Court

By DEPUTY CLERK

You have 5 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day falls on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response.) A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

Tiene 5 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. (Para calcular los cinco días, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sábado o domingo, o en un día en que la corte esté cerrada, tiene hasta el próximo día de corte para presentar una respuesta por escrito). Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

1. The name and address of the court is: Superior Court of California  
(El nombre y dirección de la corte es): County of San Mateo  
400 County Center  
Redwood City, CA 94063-1655

CASE NUMBER:  
(Número del caso):

CLJ209779

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: IN PROPRIA PERSONA  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

MARIA SOSA  
2154 A University Avenue  
East Palo Alto, CA 94303

(408) 661-9984

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415) ☐ did not ☒ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

Date:

(Fecha)

JUL 08 2014

JOHN C. FITTON

Clerk, by  
(Secretario)

HENRY CAJON

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



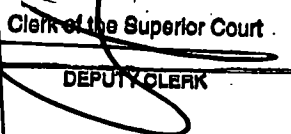
4. NOTICE TO THE PERSON SERVED: You are served

- a. ☒ as an individual defendant.  
b. ☐ as the person sued under the fictitious name of (specify):  
c. ☒ as an occupant  
d. ☒ on behalf of (specify): ALL OCCUPANTS IN POSSESSION  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ CCP 415.46 (occupant) ☐ other (specify):

PLAINTIFF (Name):	CASE NUMBER:
DEFENDANT (Name):	

6. Unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):

- a. Assistant's name: Professional Eviction Services  
b. Telephone no.: (650) 364-9383  
c. Street address, city, and ZIP: 1735 E. Bayshore Rd. Suite 32 A  
Redwood City, CA 94063  
d. County of registration: San Mateo  
e. Registration no.: 001  
f. Registration expires on (date): 10/28/14

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Maria Sosa</b> <b>2154 A University Avenue</b> <b>East Palo Alto, CA 94303</b> TELEPHONE NO.: <b>(408) 661-9984</b> FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): <b>Plaintiff in propria persona</b>		FOR COURT USE ONLY  <div style="text-align: center;"> <b>FILED</b>  <b>SAN MATEO COUNTY</b> </div> <div style="text-align: center;"> <b>JUL 08 2014</b>          Clerk of the Superior Court          By  <b>DEPUTY CLERK</b> </div>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>SAN MATEO</b> STREET ADDRESS: <b>400 COUNTY CENTER</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>REDWOOD CITY, CA 94063</b> BRANCH NAME: <b>SOUTHERN BRANCH</b>		CASE NUMBER:	
PLAINTIFF: <b>MARIA SOSA,</b> DEFENDANT: <b>NATHANIEL BASOLA SOBAYO, DBA: KINGSWAY CAPITAL PARTNERS, LLC, AND</b> <input checked="" type="checkbox"/> DOES 1 TO <b>V</b>		CL J 209779	
COMPLAINT — UNLAWFUL DETAINER* <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number):		CASE NUMBER:	
Jurisdiction (check all that apply): <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue) <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue) <input type="checkbox"/> from unlimited to limited			

1. PLAINTIFF (name each):

MARIA SOSA

**alleges causes of action against DEFENDANT (name each):**

NATHANIEL BASOLA SOBAYO, KINGSWAY CAPITAL PARTNERS, LLC

2. a. Plaintiff is (1) ☒ an individual over the age of 18 years. (4) ☐ a partnership.  
(2) ☐ a public agency. (5) ☐ a corporation.  
(3) ☐ other (specify):

b. ☐ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):

2148 UNIVERSITY AVENUE, EAST PALO ALTO, 94303, SAN MATEO COUNTY, CALIFORNIA

4. Plaintiff's interest in the premises is ☒ as owner ☐ other (specify):

**5. The true names and capacities of defendants sued as Does are unknown to plaintiff.**

6. a. On or about (date): defendant (name each):

**JANUARY 16, 2013**

NATHANIEL BASOLA SOBAYO.

(1) agreed to rent the premises as a ☐ month-to-month tenancy ☒ other tenancy (specify): LEASE THRU  
(2) agreed to pay rent of \$ 1,750.00 payable ☒ monthly ☐ other (specify frequency): 01/17/18)  
(3) agreed to pay rent on the ☐ first of the month ☒ other day (specify): 16TH OF THE MONTH.

b. This ☒ written ☐ oral agreement was made with

(1) ☒ plaintiff. (3) ☐ plaintiff's predecessor in interest.  
(2) ☐ plaintiff's agent. (4) ☐ other (specify):

\* NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

Form Approved for Optional Use  
Judicial Council of California  
UD-100 (Rev. January 1, 2005)

## COMPLAINT—UNLAWFUL DETAINER

Civil Code, § 1940 et seq.  
Code of Civil Procedure §§ 425.12, 116  
[www.courtinfo.ca.gov](http://www.courtinfo.ca.gov)

**American LegalNet, Inc.**  
**www.USCourtForms.com**

PLAINTIFF (Name): <b>MARIA SOSA</b> DEFENDANT (Name): <b>NATHANIEL BASOLA SOBAYO</b>	CASE NUMBER:
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6. c. ☒ The defendants not named in item 6a are

- (1) ☒ subtenants.  
 (2) ☐ assignees.  
 (3) ☐ other (specify):

d. ☐ The agreement was later changed as follows (specify):

e. ☒ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)

f. ☐ (For residential property) A copy of the written agreement is not attached because (specify reason):

- (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.  
 (2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

7. ☒ a. Defendant (name each):

**NATHANIEL BASOLA SOBAYO**

was served the following notice on the same date and in the same manner:

- (1) ☒ 3-day notice to pay rent or quit      (4) ☐ 3-day notice to perform covenants or quit  
 (2) ☐ 30-day notice to quit      (5) ☐ 3-day notice to quit  
 (3) ☐ 60-day notice to quit      (6) ☐ Other (specify):

b. (1) On (date): **JULY 7, 2014** the period stated in the notice expired at the end of the day.  
 (2) Defendants failed to comply with the requirements of the notice by that date.

c. All facts stated in the notice are true.

d. ☒ The notice included an election of forfeiture.

e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)

f. ☐ One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)

8. a. ☒ The notice in item 7a was served on the defendant named in item 7a as follows:

- (1) ☒ by personally handing a copy to defendant on (date): **JULY 1, 2014**  
 (2) ☐ by leaving a copy with (name or description):

a person of suitable age and discretion, on (date): \_\_\_\_\_ at defendant's  
☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence on  
 (date): \_\_\_\_\_ because defendant cannot be found at defendant's residence or usual

- (3) ☐ place of business:  
 (3) ☐ by posting a copy on the premises on (date): \_\_\_\_\_ AND giving a copy to a  
 person found residing at the premises AND mailing a copy to defendant at the premises on  
 (date): \_\_\_\_\_

- (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR  
 (b) ☐ because no person of suitable age or discretion can be found there.

- (4) ☐ (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered  
 mail addressed to defendant on (date): \_\_\_\_\_

- (5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written  
 commercial lease between the parties.

b. ☐ (Name):

was served on behalf of all defendants who signed a joint written rental agreement.

c. ☐ Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.

d. ☒ Proof of service of the notice in item 7a is attached and labeled Exhibit 3.



PLAINTIFF (Name): <b>MARIA SOSA</b>	CASE NUMBER:
DEFENDANT (Name): <b>NATHANIEL BASOLA SORAYO</b>	

9. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. ☒ At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ **3,500.00**
11. ☒ The fair rental value of the premises is \$ **58.33** per day.
12. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. ☐ A written agreement between the parties provides for attorney fees.
14. ☒ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage): **SEE ATTACHMENT TO THE COMPLAINT**

Plaintiff has met all applicable requirements of the ordinances.

15. ☐ Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

**17. PLAINTIFF REQUESTS**

- |  |   |
|--|---|
| a. possession of the premises.   | f. <input checked="" type="checkbox"/> damages at the rate stated in item 11 from   |
| b. costs incurred in this proceeding:  | (date) <b>JULY 8, 2014</b> for each day that  |
| c. <input checked="" type="checkbox"/> past-due rent of \$ <b>3,033.26 (THRU 07/07/14)</b> | defendants remain in possession through entry of judgment.  |
| d. <input type="checkbox"/> reasonable attorney fees.                                      | g. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in item 12.                                   |
| e. <input checked="" type="checkbox"/> forfeiture of the agreement.                        | h. <input checked="" type="checkbox"/> other (specify): <b>ANY AND ALL FURTHER RELIEF THAT THE COURT DEEMS JUST AND PROPER.</b> |

18. ☒ Number of pages attached (specify): **(13) THIRTEEN**

**UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)**

19. (Complete in all cases.) An unlawful detainer assistant ☐ did not ☒ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state:)

- |  |   |
|--|---|
| a. Assistant's name: <b>Professional Eviction Services</b> | c. Telephone No.: <b>(650) 364-9383</b>     |
| b. Street address, city, and zip code:                     | d. County of registration: <b>SAN MATEO</b> |
| <b>1735 E. Bayshore Road, Ste. 32A</b>                     | e. Registration No.: <b>001</b>             |
| <b>Redwood City, CA 94063</b>                              | f. Expires on (date): <b>10/24/14</b>       |

Date: **JULY 8, 2014**

**MARIA SOSA**

(TYPE OR PRINT NAME)

  
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: **JULY 8, 2014**

**MARIA SOSA**

(TYPE OR PRINT NAME)

  
(SIGNATURE OF PLAINTIFF)

**ATTACHMENT TO COMPLAINT**

6a. Defendant's tenancy is subject to the local rent control ordinance of the City of East Palo Alto, California, entitled Rent Stabilization and Eviction for Good Cause Ordinance of East Palo Alto, San Mateo County, passed April 1986, Ordinance No. 076.

Plaintiff further alleges as follows:

Each rental unit on the property which forms the subject matter of this action substantially complies with the terms of the above-mentioned Ordinance as of the dates of the notices served herein and the commencement of this action.

Plaintiff further alleges that he has complied with the implied warranty of habitability as to the subject rental unit as of the date of commencement of this action and has further complied with Sections 10 (Base Rent) and 8 (Rent Registration) of said Ordinance for each and all such rental units on the subject property.



# Exhibit 1

## **COMMERCIAL LEASE**

This Lease Agreement (this "Lease") is dated January 16, 2013, by and between MARIA SOSA, Landlord & Patrick Brock, Agent & Property Manager ("Landlord"), and Nathaniel Basola Sobayo, dba: Kingsway Capital Partners, LLC ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant APPROXIMATELY 17 FEET WIDE AND 79 FEET IN LENGTH (the "Premises") located at 2148 UNIVERSITY AVENUE,, EAST PALO ALTO, CA 94303.

**TERM.** The lease term will begin on January 16, 2013 and will terminate on January 17, 2018.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments of \$1,750.00, payable in advance on the sixteen day of each month, for a total lease payment of \$105,000.00. Lease payments shall be made to the Landlord at 475 BELL STREET, EAST PALO ALTO, CA 94303, which address may be changed from time to time by the Landlord.

**SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$1,750.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law, the sum of \$1400.00, is already in deposit with landlord, the balance of \$350.00, shall be paid in (14) monthly installments of \$25.00, to make up the \$1750.00, security deposit payment.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises for Real Estate Investments, Business Sales, Business Marketing, Business Management, Business Marketing Communications, International Transactions, Business Agencies, Rental Agencies, Imports & Export Services, Wholesale & Retail Services, Business Consulting Services, Business Incubator Services, Offices For East Palo Alto & Belle Haven Chamber of Commerce Services, but not limited to all relevant & pertinent legally possible services and use. The Premises may be used for any other purpose with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**EXCLUSIVITY.** Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary use of business is in, or may result in, competition with the Tenants primary use of business. The Landlord hereby gives the Tenant the exclusive right to conduct their primary use of business on the property.

**PARKING.** Tenant shall be entitled to use any and all 16 parking space(s) for the parking of the Tenant's customers'/guests' motor vehicle(s), sharing the same parking space(s) with all other tenants'/guests', on first arrived use basis for all.

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Both sides shall deliver appropriate evidence to each side as proof that adequate insurance is in force issued by companies reasonably satisfactory to both sides. Both side shall receive advance written notice from the insurer prior to any termination of such insurance policies. Both sides shall also maintain any other insurance which may reasonably be required for the protection of each side's interest in the Premises.

Tenant is responsible for maintaining casualty insurance on its own property.

**RENEWAL TERMS.** This Lease shall automatically renew for an additional period of One "sixty months" or "5 years" per renewal term, unless either party gives written notice of termination no later than "60 to 90 days" "2 to 3 months" prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

**MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in good repair at all times.

#### **UTILITIES AND SERVICES.**

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- water and sewer
- The landlord will be responsible for all repairs to the building, all appurtenants, inside and outside the property, which include all plumbing, electrical, roof, ceiling, and all fixtures, as the property is from the beginning of the lease to the end of the lease.

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- electricity
- gas
- heating
- garbage and trash disposal
- janitorial services
- telephone service
- Upon the beginning of the lease, tenant intends to do a major lease hold improvements of the property, with the approval of the landlord and the government authorities. All such intentions, and or services will be offered in specific details in writing for approval, prior to the start of any such duties and responsibilities, to be assumed by tenant.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$28.00 for each check that is returned to Landlord for lack of sufficient funds.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall may install awnings or advertisements on any part of the Premises with Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant .

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature, without prior written consent of landlord or the government authorities.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

MARIA SOSA, Landlord & Patrick Brock, Agent & Property Manager  
Care of : 475 BELL ST,  
EAST PALO ALTO, CA 94303

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises.

**PERSONAL TAXES.** Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$35,000.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$35,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 90 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**LATE PAYMENTS.** For any payment that is not paid within 15 days after its due date, Tenant shall pay a late fee of \$26.25.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**TENANT:**

Nathaniel Basola Sobayo, dba: Kingsway Capital Partners, LLC  
P.O.BOX 1052  
PALO ALTO, California 94302

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of California.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:**

Maria Sosa 1-29-13  
Date: 1-18-13  
MARIA SOSA, Landlord & Patrick Brock, Agent & Property Manager

**TENANT:**  
**Nathaniel Basola Sobayo, dba: Kingsway Capital Partners, LLC**

By: Nathaniel Basola Sobayo Date: 1/29/2013  
Nathaniel Basola Sobayo



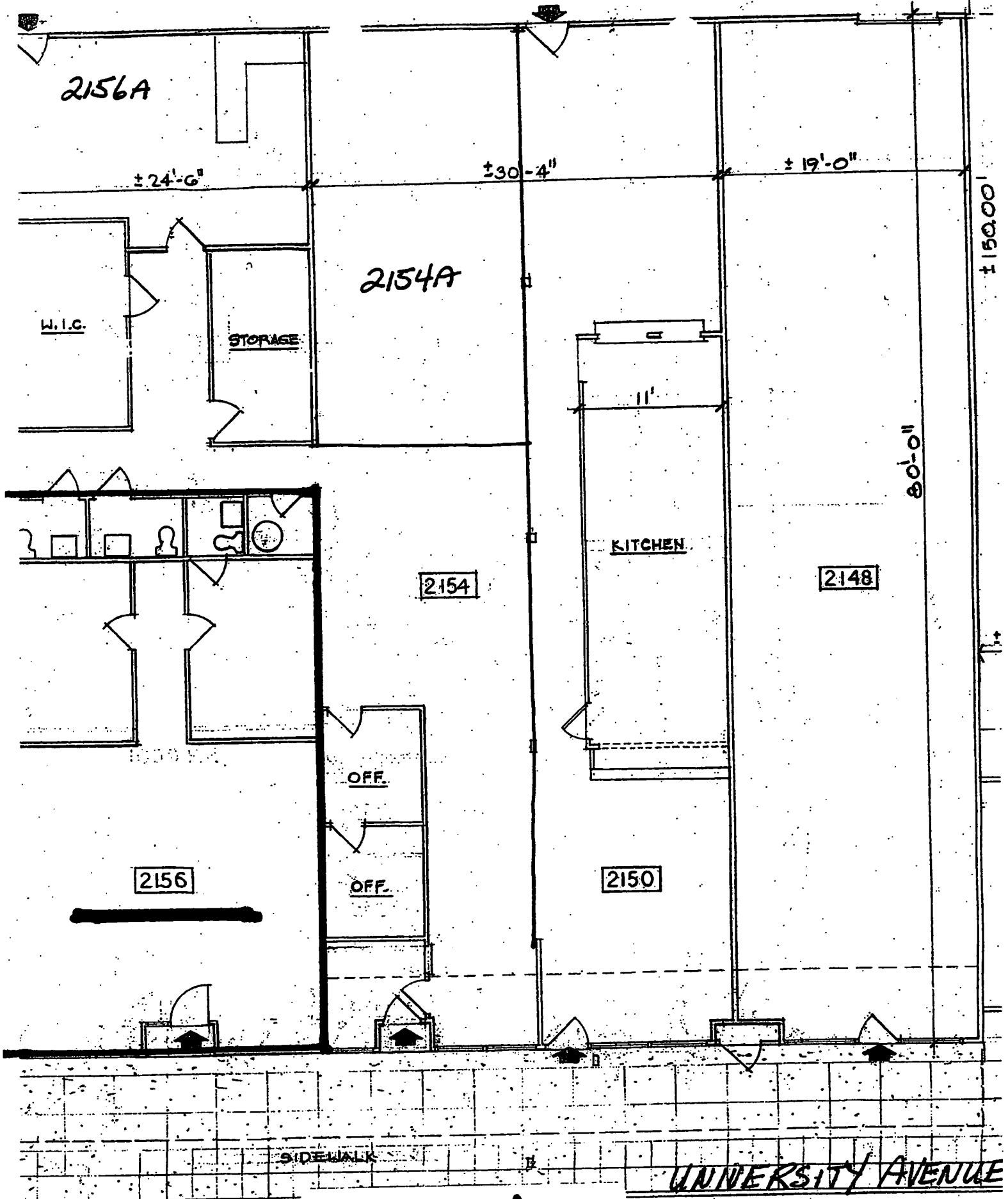


EXHIBIT **A**

TY AVE.

# Exhibit 2

# 3-DAY NOTICE TO PAY RENT OR VACATE

TO: NATHANIEL BASOLA SOBAYO, dba: KINGSWAY CAPITAL PARTNERS, LLC

*AND TO ALL OTHER PERSONS WHO CLAIM A RIGHT TO POSSESS THE PROPERTY*

AT: 2148 UNIVERISY AVENUE  
EAST PALO ALTO, CA 94303

Please take notice that the rent on these premises occupied by you, in the amount of \$3,500.00 for the period from 05/16/14 through 07/15/14 is now due and payable.

YOU ARE HEREBY REQUIRED to pay this amount within THREE (3) days from the date of service on you of this notice or to vacate and surrender possession of the premises. In the event you fail to do so, legal proceedings will be instituted against you to recover possession of the premises, declare the forfeiture of the rental agreement or lease under which you occupy the premises, and recover rents, damages and costs of suit together with reasonable attorney's fees where allowed pursuant to contract, statute or law.

RENT IS TO BE PAID TO:

☐ the undersigned

☒ the following person:

MARIA SOSA

AT THE FOLLOWING ADDRESS:

2154 A UNIVERSITY AVENUE  
EAST PALO ALTO, CA 94303

TELEPHONE:

(408) 661-9984

IN THE FOLLOWING MANNER:

☐ In person. Usual hours and days for rent collection are: [ ]AM to [ ]PM  
[ ] Mon. [ ] Tuesday [ ] Wednesday [ ] Thursday [ ] Friday [ ] Saturday [ ] Sunday

☒ by mail to the person and address above.

☐ by deposit to account \_\_\_\_\_ at \_\_\_\_\_, a  
financial institution located within 5 miles of your rental property.

☐ by electronic funds transfer procedure previously established.

Date: JULY 1, 2014

Signature: \_\_\_\_\_

*Maria Sosa*

# Exhibit 3

### PROOF OF SERVICE

Tenant: Nathaniel Basola Sobayo

Address: 2148 University Avenue, East Palo Alto, CA 94303

Date of Service: July 1, 2014

#### DOCUMENTS SERVED:

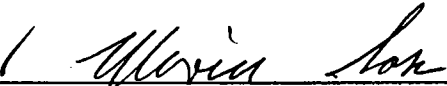
- ☒ Three Day Notice to Pay Rent or Quit
- ☐ Three Day Notice to Perform Covenants or Quit
- ☐ Thirty Day Notice to Terminate Tenancy
- ☐ Sixty Day Notice to Terminate Tenancy

☒ On the date of service indicated above, I served the above-referenced documents on the Tenant by delivering a copy to Tenant, personally, pursuant to the requirements of the Code of Civil Procedure Section 1162.

☐ On the date of service indicated above, I served the above-referenced documents by leaving a copy with some person of suitable age and discretion at the address set forth above, and sending a copy through the mail addressed to the Tenant at his/her place of residence.

☐ I made a due and diligent attempt to personally serve the above-referenced documents on the Tenant, but finding no person of suitable age or discretion at the premises, on the date set forth above, I affixed a copy of the above-referenced documents in a conspicuous place on the property, and also sent a copy through the mail addressed to the Tenant at the place where the property is located.

I, Maria Sosa, declare under penalty of perjury that the foregoing is true and correct. Executed on July 1, 2014, at Redwood City, California.

  
\_\_\_\_\_